

**RECEIVED**  
**IN THE UNITED STATES DISTRICT COURT FOR THE**  
**MIDDLE DISTRICT OF ALABAMA, SOUTHERN DIVISION**

**RICHARD A. YEAGER and**  
**DEANA J. YEAGER, Individually and**  
**on behalf of a class of similarly situated**  
**individuals,**

**Plaintiffs,**

**vs.**

**OCWEN LOAN SERVICING, LLC,**

**Defendant.**

DEBRA P. HACKETT, CLK  
U.S. DISTRICT COURT  
MIDDLE DISTRICT ALA

Case No.: 1:14-cv-117-MEF-

**DEMAND FOR JURY TRIAL**

**CLASS ACTION**

**COMPLAINT**

COME NOW the Plaintiffs, Richard A. Yeager and Deana J. Yeager, (hereafter the "Plaintiffs") and as complaint against the above-named Defendant, Ocwen Loan Servicing, LLC, ("Ocwen") allege as follows:

**JURISDICTION AND VENUE**

1. The jurisdiction of the Court is invoked pursuant to 15 U.S.C. § 1692k(d), and 28 § U.S.C. 1331.
2. Venue is proper in this District because the acts and transactions occurred here and all the parties reside or transact business here.

**PRELIMINARY STATEMENT**

3. This is an action for statutory damages, costs and attorney's fees brought pursuant to the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 ("FDCPA"). Plaintiffs bring this action individually and on behalf of all others similarly situated to recover damages by reason of the Defendant's violation of the FDCPA. The violating actions addressed in this Complaint stem from

attempts to collect a debt without providing the requisite notice of the consumer's right to dispute the debt. Specifically the defendant's collection letter violates 15 U.S.C. § 1692g(a).

### **PARTIES**

4. The Plaintiffs are natural persons and residents of Webb, Alabama. They are "consumers" as defined by 15 U.S.C. § 1692a(3).

5. Defendant Ocwen is a corporation which is, upon information and belief, incorporated under the laws of the state of Delaware and has its principal place of business in West Palm Beach, Florida. At all relevant times, Ocwen was engaged in business within the State of Alabama, including the collection of debts. Ocwen is regularly engaged in the practice of debt collection.

6. Ocwen sends collection letters and places collection calls as a regular part of its business.

7. The mails and interstate wire communications are used to conduct the business of Ocwen.

8. Ocwen is a debt collector as defined in the FDCPA.

### **FACTUAL ALLEGATIONS**

9. Late in the year 2012 Ocwen acquired Homeward Residential Holdings, Inc., ("Homeward") and its various residential mortgage loan servicing and origination operating subsidiaries, for approximately \$588 million in cash and \$162 million in Ocwen convertible preferred stock.

10. At the time of the acquisition Homeward serviced about 422,000 mortgage loans with an aggregate unpaid principal balance of over \$77 billion.

11. The servicing rights to Plaintiffs' mortgage loan was among those acquired in the deal.

12. At the time the servicing rights to Plaintiffs' mortgage was acquired by Ocwen their loan was in default or considered to be in default.

13. On or about March 15 or 16, 2013 Ocwen initially contacted Plaintiffs by the use of Exhibit "A."

14. Exhibit "A" was sent in in connection with the collection of Plaintiffs' mortgage loan.

15. Exhibit "A," even though it states on the third page that Ocwen is a debt collector and any information obtained will be used for that purpose, violates the FDCPA, Section 1692g, in at least the following ways:

- a. It does not state the amount of the debt;
- b. The name of the creditor to whom the debt is owed is not disclosed;
- c. There is no "statement that unless the consumer, within thirty days after receipt of the notice, disputes the validity of the debt, or any portion thereof, the debt will be assumed to be valid by the debt collector;"
- d. The letter does contain "a statement that if the consumer notifies the debt collector in writing within the thirty-day period that the debt, or any portion thereof, is disputed, the debt collector will obtain verification of the debt or a copy of a judgment against the consumer and a copy of such verification or judgment will be mailed to the consumer by the debt collector;" and
- e. There is no "statement that, upon the consumer's written request within the

thirty-day period, the debt collector will provide the consumer with the name and address of the original creditor, if different from the current creditor.”

16. The letter dated March 15, 2013 was Ocwen’s initial contact with Plaintiffs and Plaintiffs received no other communication or written notice within five days that complied with 15 U.S.C. § 1692g.

**COUNT ONE**  
**(FDCPA VIOLATIONS)**

17. Plaintiffs reallege and incorporate all of the preceding paragraphs as if fully set out herein.

18. This is a claim asserted against Ocwen for violation of the FDCPA.

19. Ocwen is a “debt collector” as defined by the FDCPA, 15 U.S.C. § 1692a(6).

20. Ocwen has violated the FDCPA in connection with its attempts to collect the account from Plaintiffs. Ocwen’s violations include, but are not limited to, failing to comply with the requirements of 15 U.S.C. § 1692g.

21. As a result of its violations of the FDCPA, Ocwen is liable to Plaintiffs for statutory damages, plus costs and attorney’s fees.

**WHEREFORE**, Plaintiffs respectfully request that judgment be entered against Defendant Ocwen for the following:

- A. Statutory damages pursuant to 15 U.S.C. 1692k;
- B. Costs and reasonable attorney’s fees pursuant to 15 U.S.C. § 1692k; and
- C. Such other and further relief as this Court deems just and proper, the premises considered.

**COUNT TWO**  
**(CLASS ACTION ALLEGATIONS)**

22. Plaintiffs reallege and adopt all of the relevant foregoing paragraphs contained in this complaint.

23. Plaintiffs pray that this court will certify this action as a class action as provided by Federal Rules of Civil Procedure, Rule 23, and reallege and incorporate by reference the allegations and counts of complaint on behalf of all those persons hereinafter described belonging to the class or any sub-class therein.

24. Plaintiffs bring this action on behalf of themselves and all members of the class composed of persons who have been subjected to collection activity by Ocwen that was in violation of the FDCPA of the type(s) involved in this transaction and who are entitled to some or all of the relief requested herein.

25. The class is specifically defined as follows:

All natural persons in the United States who were sent the letter dated March 15, 2013, exemplified by Exhibit "A," by Ocwen. Excluded from the Class are: (a) Ocwen's board members and executive level officers, including its attorneys; (b) all federal judges, their spouses, and persons within the third degree of relationship to them.

26. The class is so numerous, that joinder of all members is impractical. Plaintiffs aver that there are questions of law or fact common to the class relating to the conduct of the defendant regarding said claims. Plaintiffs further aver that their claims or defenses, as representative of the class, are typical of the class. Plaintiffs, in a representative capacity, will fairly and adequately protect the interest of the class.

27. Each class member has, or has been subjected to the same collection activity in

violation of the FDCPA.

28. Names and addresses of class members are presently unknown to Plaintiffs, but can be readily ascertained from the Defendant's business records.

29. Common or similar issues of law and fact predominate over individual issues. These common issues include, but are not limited to the following:

A. Does the form collection letter sent to Plaintiffs and members of the class violate the FDCPA by failing to include the disclosures and information required by 15 U.S.C. §1692g;

B. What is the appropriate remedy for Ocwen's violation of the FDCPA?

30. Proof of common facts and legal doctrines by the representative Plaintiffs consumer will determine the claims of each member of the class.

31. This class action proceeding will provide a practical basis for the determination of all interest of the parties, prevent inconsistent adjudications, maximize judicial economy, and is superior to all other available methods of fair and efficient adjudications of the controversy.

32. The named representatives' claims are typical and representative of the class.

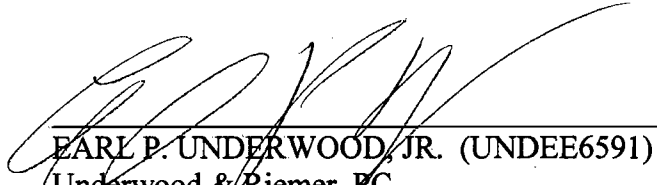
33. It is and was the practice of Ocwen to attempt debt collection that was in violation of the FDCPA as stated in the above.

**WHEREFORE**, Plaintiffs, on behalf of themselves and all others similarly situated pray as follows:

a. That this court determine that this cause may proceed as a class action, that Plaintiffs be appointed as class representative, that the undersigned be appointed as the attorney for the class.

- b. That this court award Plaintiffs and the members of the class statutory damages as required by the FDCPA.
- c. That the cost of prosecution and reasonable attorneys' fees be awarded to the attorney for Plaintiffs and the Plaintiffs' Classes.

RESPECTFULLY SUBMITTED, this the 21<sup>st</sup> day of February 2014.



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EARL P. UNDERWOOD, JR. (UNDEE6591)  
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Fairhope, Alabama 36532  
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E-mail: [epunderwood@alalaaw.com](mailto:epunderwood@alalaaw.com)

**PLAINTIFFS DEMANDS A TRIAL BY JURY**



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EARL P. UNDERWOOD, JR.

**PLEASE SERVE DEFENDANT BY CERTIFIED MAIL AT:**

OCWEN LOAN SERVICING, LLC  
C/O CSC LAWYERS INCORPORATING SVC INC.  
150 S PERRY ST  
MONTGOMERY, AL 36104

# **EXHIBIT A**





PO Box 819063  
Dallas, TX 75261-9063

Ocwen Loan Servicing, LLC  
HELPING HOMEOWNERS IS WHAT WE DO!™  
WWW.OCWEN.COM



March 15, 2013

2-764-68873-000555-002-01-001-000-000-000

RICHARD A YEAGER  
DEANA J YEAGER

WEBB AL 36376-5728

OCWEN LOAN #: [REDACTED]  
HOMEWARD LOAN #: [REDACTED]  
PROPERTY ADDRESS: [REDACTED]  
WEBB AL 36376

**NOTICE OF SERVICING TRANSFER (RESPA) and  
WELCOME TO OCWEN LOAN SERVICING, LLC**

Dear Borrower(s):

Effective 04/01/2013, Homeward Residential, Inc. (Homeward Residential) will transfer the servicing of your account to Ocwen Loan Servicing, LLC (Ocwen). The transfer of the servicing of your account does not affect any term or condition of your financing agreement, other than terms directly related to the servicing of your account. Your loan number will change, and the new loan number is noted above.

Should you have questions relating to the transfer of servicing or need information regarding your account prior to 04/01/2013, please contact Homeward Residential's Customer Care Department at (877) 304-3100.

**New Servicing Contact Information:**

As of 04/01/2013, Ocwen's Customer Care Center will assist you with questions regarding the transfer of servicing or any other questions relating to your account. You may reach Ocwen's Customer Care Center at (800) 746-2936 Monday through Friday 8:00 am ET to 9:00 pm ET, Saturday 8:00 am ET to 5:00 pm ET or Sunday 9:00 am ET to 9:00 pm ET. Information concerning Ocwen and your mortgage loan may also be found online at [www.ocwen.com](http://www.ocwen.com). You can also obtain information using Ocwen's Automated Telephone System or by speaking with a Customer Care Center Representative. Please be sure to have your loan number available when you call.

As of 04/01/2013, all written inquiries should be sent to Ocwen at the following address. Please be sure to indicate your loan number on all correspondence to ensure prompt response to your inquiry.

Ocwen Loan Servicing, LLC  
Attn: Customer Service Department  
P.O. Box 24738  
West Palm Beach, FL 33416-4738

**Making Payments:**

The date that Homeward will stop accepting payments is 03/31/2013. The date that Ocwen will start accepting payments from you is 04/01/2013. Please make all checks payable to Ocwen and send all payments due on or after 04/01/2013 to the following address. If you use a Bill Pay Service, you will also need to inform them of this new payment address.

For Western Union Quick Collect users, you can find the location nearest you by calling (800) 238-5772 or visiting [www.westernunion.com](http://www.westernunion.com) and clicking "Find a Location". At the location, please pay to name "OCWEN" and provide the loan number.

**PAYMENTS**

Ocwen Loan Servicing, LLC  
P.O. Box 6440  
Carol Stream, IL 60197-6440

**OVERNIGHT EXPRESS ADDRESS**

Ocwen Loan Servicing, LLC  
Attn: Cashiering  
1661 Worthington Road, Suite 100  
West Palm Beach, FL 33409

If you are currently enrolled in Homeward Residential's Automated Clearing House (ACH) or the Equity Accelerator Program and your monthly payments are automatically withdrawn from your bank account, the service will continue with Ocwen. Please note, the first draft at Ocwen may be delayed. For your convenience, we have included a temporary payment coupon at the end of this letter.

Ocwen NMLS#: 1852  
Homeward Residential NMLS#: 3984

EXHIBIT A 200.0137

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## NOTICE OF SERVICING TRANSFER (RESPA)

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### Taxes and Insurance:

If you are currently responsible for payment of your real estate taxes and/or homeowners insurance, you will continue to be responsible for payment of these items after your account transfers to Ocwen. To ensure our records accurately reflect your insurance carrier and taxing authority, you may receive a letter of verification from Ocwen shortly after the transfer.

Additionally, it is important to contact your insurance agency to ensure that (i) Ocwen receives proof of hazard insurance (with flood and/or windstorm coverage, as applicable) on your property and (ii) Ocwen is named as the beneficiary in the Mortgagee Clause of your policy. If your mortgage payment includes escrow for taxes or insurance, please take the necessary steps to have all future bills forwarded to:

#### INSURANCE

Ocwen Loan Servicing, LLC  
 ISAOA  
 P.O. Box 6723  
 Springfield, OH 45501-6723  
 E-mail: updateinsurance@ocwen.com  
 Insurance Center: (866) 825-9265  
 Insurance Center Fax: (888) 882-1816

#### PROPERTY TAXES

Ocwen Loan Servicing, LLC  
 Attn: Tax Department  
 P.O. Box 24665  
 West Palm Beach, FL 33416-4665  
 Customer Care Center: (800) 746-2936

### Year-end Interest Statement (IRS Form 1098):

By January 31 of each year, you will be mailed an Annual Tax and Interest Statement from each company that has serviced your loan during the prior year. Each statement will contain IRS reporting information for the time your loan was serviced by each company.

### Optional Insurance:

The transfer of servicing rights may affect the terms of, or the continued availability of, mortgage life, disability insurance, or any other type of optional insurance. Not everyone has this type of insurance, but if you do, please be advised that it may not transfer to Ocwen Loan Servicing, LLC. However, to verify if Ocwen is able to offer any of these services, please call our Customer Care Center at (800) 746-2936 during the business hours indicated above or contact an independent insurance agent for alternate coverage options.

Except in limited circumstances, the law requires that your present Servicer send you this notice at least fifteen (15) days before the effective date of transfer. Your new Servicer must also send you this notice no later than fifteen (15) days after this effective date. In this case, all necessary information is combined in this one notice.

You are advised of the following information, which is set out in more detail in Section 6 of the Real Estate Settlement Procedures Act (RESPA) (12 USC 2605):

During the 60-day period following the effective date of the transfer of the loan servicing, a loan payment received by your old Servicer before its due date may not be treated by the new loan Servicer as late, and a late fee may not be imposed on you.

Section 6 of RESPA (12 USC 2605) gives your certain consumer rights. If you should need to send a "qualified written request" to your loan Servicer concerning the servicing of your loan, your Servicer must provide you with a written acknowledgement within five (5) business days of receipt of your request. A "qualified written request" is defined as a written correspondence, other than notice in a payment coupon or other payment medium supplied by the Servicer, which includes your name and loan number, and your reasons for the request. If you want to send a "qualified written request" regarding the servicing of your loan, it must be sent to:

#### If to Homeward Residential, Inc.:

Homeward Residential, Inc.  
 Attn: Research Department  
 P.O. Box 630467  
 Irving, TX 75063-0467

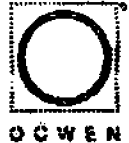
#### If to Ocwen:

Ocwen Loan Servicing, LLC  
 Attn: Research Department  
 P.O. Box 24736  
 West Palm Beach, FL 33416-4736

Not later than thirty (30) business days after receiving your request, your Servicer must make appropriate corrections to your account and provide you with a written clarification regarding any dispute, or in some circumstances, a notice of a fifteen (15) business day extension. During this period, your Servicer may not provide information to a consumer reporting agency concerning any overdue payment related to such period or qualified written request. However, this does not prevent the Servicer from initiating foreclosure if proper grounds exist under the mortgage documents. A business day is a day on which the offices of the business entity are open to the public for carrying on substantially all of its business functions.

EXHIBIT A

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## NOTICE OF SERVICING TRANSFER (RESPA)

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Section 6 of RESPA also provides for damages and costs for individuals or classes of individuals in circumstances where Servicers are shown to have violated the requirements of that Section. You should seek legal advice if you believe your rights have been violated. Please retain this information with your financing agreement documentation. We look forward to working with you and providing you with the highest quality customer care service.

### IMPORTANT DISCLOSURES

**Disclaimer Regarding Mandatory Arbitration Provisions:** If your account documents require you to submit disputes regarding your account to arbitration for resolution, such requirement is waived and will not be enforced against you. Such waiver, however, does not affect any rights you may have to require arbitration of disputes regarding your account.

**Credit Reporting:** You are hereby notified that we may report information about your account to credit reporting agencies. Late payments, missed payments, or other defaults on your account may also be reflected on your credit report.

**Properties in California:** The state Rosenthal Fair Debt Collection Practices Act and the Federal Fair Debt Collection Practices Act require that, except under unusual circumstances, collectors may not contact you before 8 am or after 9 pm. They may not harass you by using threats of violence or arrest or by using obscene language. Collectors may not use false or misleading statements or call you at work if they know or have reason that you may not receive personal calls at work. For the most part, collectors may not tell another person, other than your attorney or spouse, about your debt. Collectors may not contact another person to confirm your location or enforce a judgment. For more information about debt collection activities, you may contact the Federal Trade Commission at (877) FTC-HELP or [www.ftc.gov](http://www.ftc.gov).

**Properties in Colorado:** For information about the Colorado Fair Debt Collection Practices Act, see [www.ago.state.co.us/cab.htm](http://www.ago.state.co.us/cab.htm). A consumer has the right to request in writing that a debt collector or collection agency cease further communication with the consumer. A written request to cease communication will not prohibit the debt collector or collection agency from taking any other action authorized by law to collect the debt.

**Properties in Hawaii:** Ocwen Loan Servicing, LLC is licensed by the Commissioner of Financial Institutions in Hawaii. Complaints about the servicer may be submitted to the Commissioner.

**Properties in Maryland:** The Maryland Consumer Protection Act requires us to disclose that if Ocwen fails to give written notice of this transfer or fails to make timely payments of taxes or insurance premiums (assuming the borrower has paid an amount to cover these costs) and Ocwen has received the tax bill or notice, Ocwen may face liability for any economic damages incurred by the borrower.

**Properties in Minnesota:** Borrowers on loans secured by property in Minnesota can direct complaints and questions to the Ocwen Loan Servicing, LLC Customer Care Department at 1-800-746-2936 between 8:00 a.m. and 9:00 p.m. ET, Monday through Friday, from 8:00 a.m. to 5:00 p.m. ET on Saturday, or from 9:00 a.m. to 9:00 p.m. ET on Sunday or in writing to P.O. Box 24738, West Palm Beach, FL 33416-4738. Each written complaint or question will be responded to within 15 days.

**Properties in New York:** Ocwen Loan Servicing, LLC is registered with the Superintendent of the New York State Banking Department. The borrower may file complaints about Ocwen Loan Servicing, LLC with or obtain further information from the New York State Banking Department by calling the Department's Consumer Help Unit at 1-877-BANK-NYS or by visiting the Department's website at [www.banking.state.ny.us](http://www.banking.state.ny.us).

**Properties in North Carolina:** Ocwen Loan Servicing, LLC is licensed by the North Carolina Commissioner of Banks (North Carolina Permit No. 3946) and complaints about Ocwen Loan Servicing, LLC may be submitted to the Commissioner.

**Properties in Texas:** The State of Texas requires us to inform you that a registrant shall provide to the borrower of each residential mortgage loan the following notice not later than the 30th day after the registrant commences servicing the loan: Complaints regarding the servicing of your mortgage should be sent to the Department of Savings and Mortgage Lending, 2601 N. Lamar, Suite 201, Austin, Texas 78705. Complaint Forms and Instructions may be downloaded and printed from the Department's website located at <http://www.sml.state.tx.us> or obtained from the Department upon request by mail at the address above, by telephone at its Toll-free Consumer Hotline at (877) 276-5550, by fax at (512) 475-1360, or by email at [SMLinfo@SML.STATE.TX.US](mailto:SMLinfo@SML.STATE.TX.US).

Ocwen Loan Servicing, LLC is a debt collector attempting to collect a debt; any information obtained will be used for that purpose. However, if the debt is in active bankruptcy or has been discharged through bankruptcy, this communication is not intended to and does not constitute an attempt to collect a debt.

Prior Servicer is a debt collector attempting to collect a debt and any information obtained will be used for that purpose. If you are not obligated on the debt or if the debt has been discharged in a bankruptcy proceeding, this is for informational purposes only and is not an attempt to assess or collect the debt from you personally.

**Attention Service members and Dependents:** The federal Service members Civil Relief Act and certain state laws provide important protections for you, including prohibiting foreclosure under most circumstances during and nine months after the service member's military or other service. Prior Servicer will not foreclose on the property of a service member or his or her dependent during that time, unless pursuant either to a court order or a service member's written waiver agreement.

EXHIBIT A

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[WWW.OCWEN.COM](http://WWW.OCWEN.COM)



## **Welcome to Ocwen!**

### **Important Information**

Welcome to Ocwen Loan Servicing, LLC (Ocwen). We have attached frequently asked questions, as it is natural that you may have a few questions about this change and what it will mean. Please rest assured that we value your business and look forward to assisting you in the future as **HELPING HOMEOWNERS IS WHAT WE DO!™**

#### **Frequently Asked Questions:**

##### **What if I made a payment to my Prior Servicer, but it has not posted yet?**

Your Prior Servicer will forward your payment to us within 15 business days. It may take a few days for us to receive and apply the payments, but this will not negatively impact your account or your credit report. To check on the status of your account, you may go to [www.ocwen.com](http://www.ocwen.com).

##### **How can I get information about my account?**

You can access Ocwen's website and/or automated telephone system which will provide you with information regarding your account 24-hours a day. These systems have been designed to provide you with the most frequently requested services or information. They may include, but are not limited to, options to obtain payment histories, a payoff or reinstatement quote, status of your credit reporting, payment options, status of tax and insurance payments, financial hardship options and frequently asked questions (FAQ). Website: [www.ocwen.com](http://www.ocwen.com). Telephone Number: (800) 746-2936.

##### **If my account is past due and I have not made a payment arrangement with Homeward Residential, how can I make payment arrangements or get assistance due to financial difficulties?**

We offer a number of specialized programs designed to fit your unique financial situation. Please go to [www.ocwen.com](http://www.ocwen.com), click on Mortgage Customers and then log in with your User ID and Password. If you need to create a User ID and Password, select the New Customers icon. Once you log in, select the Financial Difficulties icon. This will allow you to download an application package.

##### **If I cannot resolve my issue online, what number do I call and what are the hours?**

Ocwen's toll free number is (800) 746-2936. In order to accommodate borrowers' busy schedules, we are open late at night and very early in the morning. Our hours are Monday through Friday 8:00 am to 9:00 pm, Saturday 8:00 am to 5:00 pm, and Sunday 9:00 am to 9:00 pm, all Eastern Standard Time.

##### **If my account is current, where do I send my payments?**

Our payment processing address is:  
Ocwen Loan Servicing, LLC  
P.O. Box 6440  
Carol Stream, IL 60197-6440

##### **I am currently on a trial modification plan and still have payments remaining before it becomes a final/permanent modification. What do I do?**

You should continue making monthly payments as required in the modification plan. Your Prior Servicer will be providing Ocwen the status of your modification. Please allow us 30 days to review and process your information. It is not necessary to call for a status prior to 30 days as the agent will not have any additional information to provide to you.

##### **I am currently on a trial plan for my mortgage modification, and I have made all of my trial payments. When can I expect my final/permanent modification?**

Your Prior Servicer will be providing Ocwen with the status of your modification. You should continue to make your payment each month. Our goal is to review your loan as soon as possible and provide your final modification agreement to you. Please allow up to 30 days from the date of the transfer for Ocwen to obtain and process your application documentation.

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I received a notice from my Prior Servicer that I was denied for the Making Home Affordable Program. I am still having financial difficulty; what can I do?

We may still be able to help you. We offer a number of specialized programs designed to fit your situation. Please go to [www.ocwen.com](http://www.ocwen.com) for more information and download an application for assistance.

I received a notice from my Prior Servicer that they were missing documents for my modification but I have not sent them yet; do I send these documents to Ocwen now?

Yes, please send the documents to Ocwen via e-mail at [mod@ocwen.com](mailto:mod@ocwen.com) or fax the documents to (407) 737-6174. Your Prior Servicer will be providing Ocwen with the status of your modification (trial plan or initial application), copies of your initial application and information identifying the missing documentation. Please allow up to 30 days from the date you send the documentation for Ocwen to process your documentation.

I have a Short Sale or Deed-in-Lieu application pending with my Prior Servicer, do I have to resend all the documentation to Ocwen now and reapply?

Your Prior Servicer will be providing Ocwen with the status of your pending resolution. If you have a pending foreclosure sale date or closing scheduled in the next 60 days, to expedite processing, please resend the documentation by fax to (407) 737-5071. If you do not have a foreclosure sale or scheduled closing in the next 60 days, your Prior Servicer will be providing Ocwen the status of your pending resolution. Ocwen will be contacting you with a final approval or denial. Please allow Ocwen up to 30 days to process your Short Sale or Deed-in-Lieu application.

I received approval from my Prior Servicer for a Short Sale or Deed-in-Lieu; will this approval be honored by Ocwen?

Yes, it will be honored as long as you meet the original requirements or contingencies for approval provided by your Prior Servicer. With respect to Short Sales, please note that the original expiration date of your Prior Servicer's approval (the "good through" date) still applies and if it has expired, the approval is no longer valid. Your Prior Servicer will be providing these approval requirements to Ocwen.

I received approval from my Prior Servicer for a Short Sale or Deed-in-Lieu, but the approval is going to expire shortly (or just expired) and my closing is after this day. What do I do?

You should fax your original approval documents and an updated net sheet or HUD1 with the new projected closing date to (407) 737-5071. With respect to Short Sales, please note the original expiration date of your Prior Servicer's approval (the "good through" date) still applies. Please note, if there is a Foreclosure Sale scheduled on your account, we will not postpone the foreclosure sale.

Please Detach below and include with your monthly payment.

### Payment Coupon

RICHARD A YEAGER

Account Number: [REDACTED]

☐ Check box if your contact information has changed, update on the back



Note: If your loan is current, any excess funds will first be applied to outstanding amounts due and then additional principal. If this payment is made via automatic drafting, this statement is for informational purposes only.

AMOUNT DUE	\$	[REDACTED]
Additional Principal:	\$	[REDACTED]
Additional Escrow:	\$	[REDACTED]
Other: (Please Specify)	\$	[REDACTED]
Total Enclosed:	\$	[REDACTED]

OCWEN  
 PO BOX 6440  
 CAROL STREAM IL 60197-6440

EXHIBIT A

DUPLICATE

Court Name: U S DISTRICT COURT - AL/M  
Division: 2  
Receipt Number: 4602030875  
Cashier ID: kruffin  
Transaction Date: 02/25/2014  
Payer Name: UNDERWOOD AND RIEMER PC

CIVIL FILING FEE  
For: UNDERWOOD AND RIEMER PC  
Case/Party: D-ALM-1-14-CV-000117-001  
Amount: \$400.00

CHECK  
Check/Money Order Num: 1892  
Amt Tendered: \$400.00

Total Due: \$400.00  
Total Tendered: \$400.00  
Change Amt: \$0.00

1:14-cv-00117-MEF-SRW

Yeager et al v. Ocwen Loan  
Servicing, LLC

EXHIBIT A